



POLICY AND ADMINISTRATIVE PROCEDURES

Manual of Policies and Procedures

Title

THE ASSIGNMENT AND MAINTENANCE OF STATE-OWNED RESIDENCES

Legal References (includes but is not limited to)	Related Policies/Procedures (includes but is not limited to)	Other References (includes but is not limited to)
IC 4-13-1-4(10) IC 4-20.5 IC 11-8-2-5(a)(2) IC 11-8-2-5(a)(7) IC 11-8-2-5(a)(8) IC 11-8-2-5(a)(9)	00-02-101 00-02-201 04-01-101 04-02-101 04-02-102 04-03-103	NA

I. PURPOSE:

This purpose of this policy and administrative procedures is to establish a system for the assignment and maintenance of state-owned residences within the Department of Correction.

II. POLICY:

The Department of Correction recognizes the need to have staff readily available on a 24-hour basis to maintain the safety and security of the facilities. Certain facilities within the Department have state-owned residences on their property. In order to have the necessary staff available when needed, the Department may make these residences available to selected staff. Due to the limited number of state-owned residences, the Department shall ensure those staff persons who are essential to the operation of the Department are given priority consideration when assigning staff to state-owned residences. This selection process shall be based upon the needs of the Department and the guidelines provided by the Indiana Department of Administration.

The Department of Administration has the overall responsibility for all state-owned residences. The Department of Correction shall closely follow the uniform procedures that the Department of Administration has developed for the use and maintenance of state-owned residences. The Department shall ensure that all state-owned residences are inspected and maintained appropriately. Any changes in the use of these residences shall be made in accordance with the Department of Administration guidelines.

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III. DEFINITIONS:

For the purpose of these procedures, the following definitions are presented;

- A. DEPARTMENT OF ADMINISTRATION (DOA): The state agency responsible for the management, maintenance and use of all state-owned housing.
- B. STAFF: Any person employed by the Department, either full or part-time.
- C. STATE-OWNED RESIDENCE: Any property owned by the state which is offered to staff for the purpose of a residence, including sleeping rooms, trailer pads, mobile homes, duplexes, single family homes, etc.

IV. SCOPE OF PROCEDURES:

State-owned residences are administered and managed by the Department of Administration (DOA). The Department of Correction shall coordinate the management, use and maintenance of all state-owned residences on Department property with the DOA. The DOA shall be the final authority in all matters pertaining to the management, maintenance and use of all state-owned residences.

These administrative procedures encompass all state-owned residences under the control of the Department. This includes residences, mobile homes, trailer pads and individual living quarters. It is the intent of these procedures to ensure consistency and uniformity in the operation, maintenance and leasing arrangements applicable to housing made available to staff. Permanently assigned state-owned residences shall be available only to staff. State-owned residences may be made available to contractual employees, only if pre-approved by the Facility Head, the Deputy Commissioner/Administration and the Commissioner/DOA, and the housing is provided in accordance with these procedures.

V. USE OF STATE-OWNED RESIDENCES:

State-owned residences shall be occupied by staff only in order to promote the security and maintenance of a facility.

State-owned residences shall be occupied only by state employees whose job requirements qualify them under the criteria in these administrative procedures. The immediate family members or legal dependents of a staff person assigned state-owned residence may reside in the housing as long as the staff person is

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authorized to do so. Upon leaving the service of the Department, the staff person and any immediate family or legal dependents shall vacate the premises in accordance with the lease agreement.

While residing in state-owned residences, staff, family members, dependents or guests shall not use the premises for the purpose of conducting any illegal activities, including, but not limited to: the sale, use or possession of controlled substances; the sale or distribution of alcoholic beverages; gaming or gambling; or, the harboring of fugitives. All occupants of state-owned residences are to follow all local, state and federal laws, rules and ordinances, as well as all applicable Department policies and procedures.

Additionally, neither staff nor any family members or dependents shall use a state-owned residence for the purpose of conducting business or any other profit making activities including, but not limited to: retail sales activities; service sales activities; or wholesale sales activities.

VI. CRITERIA FOR OCCUPANCY OF STATE-OWNED RESIDENCES:

Based upon procedures established by the DOA, the Department shall adhere to the following criteria in the assignment of state-owned residences to staff:

A. Security

Housing may be available to staff at facilities where it is determined by the Department and DOA that there is an overwhelming safety need as a result of: the type of facility; its security classification; and/or, the size of the facility.

Additionally, a state-owned residence may be approved in cases where an overwhelming property protection and/or safety concern is present at properties that are operated on a 24 hour basis and/or which require 24 hour security for the protection of unique natural resources or equipment. (e.g., where the residence is located away from the facility and someone needs to be present to ensure that valuable property or equipment is not vandalized or stolen)

B. Physical Plant Demands

State housing may be available where it can be clearly established that certain maintenance staff is required to be in close proximity and on 24 hour call to respond to the emergency needs of the physical plant or in

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cases where manually controlled energy systems are essential to the daily operation of the physical plant.

C. General Health and Well-Being

A state-owned residence may be approved in cases where the position requires that the person be available for the general health and well-being of those who are being served by the facility.

D. Site Location

State-owned residences may be approved in cases where the nearest affordable housing is greater than 25 miles or 45 minutes away from the site and when the position requires that the person be available for security, general health and well-being or physical plant emergencies.

E. Housing as Job Incentive

State-owned residences may be approved in cases where a position has proven to be chronically difficult to fill and maintain.

With the approval of the Commissioner, state-owned residences may be offered to staff as a job incentive, after the position has been vacant for three (3) or more months and when the state-owned residence is not needed by other staff meeting the criteria for residing in state-owned residences. The staff person may reside in the state-owned residence for six (6) months unless otherwise authorized by the Commissioner.

VII. CRITERIA FOR STATE-OWNED RESIDENCE ASSIGNMENT:

Staff persons who are considered for state-owned residence assignment must meet the following criteria. These criteria are based upon the need to maintain the safety and security or maintenance operations of the facility.

The criteria for assignment to state housing are as follows:

- A. The staff person must be in a position classification that is mandatory for the operation of the facility and that provides either security or maintenance operations in cases of emergency. (See ATTACHMENT I for a list of possible position classifications that may be eligible for assignment to state housing.)

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- B. The job duties of the position indicate that a significant responsibility of the staff person relates to the on-going safety and security of the facility or the maintenance of the physical plant of the facility.
- C. The position must be available to the facility on a 24 hours per day, seven (7) days per week schedule in order to respond to facility emergencies or to maintain the orderly operation of the facility.
- D. The position's role in the safety and security or maintenance of the facility is defined in the facility's security plans.
- E. The position has other duties that are routinely assigned that would require the staff person to be present at the facility at times other than during the normal working hours (such as duty officer assignment or maintenance of heating/cooling, electrical or water systems).

VIII. ASSIGNMENT OF STATE HOUSING:

The assignment of state-owned residence shall be made consistent with these administrative procedures. All housing assignments shall be made based upon the needs of the facility and the Department and not on seniority, rank or other concern.

The initial designation of a staff person for assignment shall be the responsibility of the Facility Head or the Commissioner. The Facility Head shall submit a justification for the assignment to the Executive Director of Operations. (See ATTACHMENT II for information on the justification.) Upon receipt of the request from the Facility Head, the Executive Director of Operations shall review the request and justification to determine whether the staff person meets the minimum criteria for assignment to a state-owned residence.

If the Executive Director of Operations approves the request, the Executive Director shall forward the request with his/her approval to the Deputy Commissioner/Operations. The Deputy Commissioner/Operations shall review the request and the comments from the Facility Head and the Executive Director of Operations. Once this review has been completed, the Deputy Commissioner/Operations shall either approve or deny the request.

Upon making a decision the Deputy Commissioner/Operations shall forward the request and decision to the Chief of Staff for review and approval. The Chief of Staff shall review the request and the comments and discuss the request with the Deputy Commissioner/Operations to ensure that the requirements of these

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administrative procedures are met. A joint final decision shall be made by the Chief of Staff and the Deputy Commissioner/Operations.

Upon approval by all applicable parties, the Chief of Staff shall forward a written response to the Facility Head indicating the decision. If the request for state-owned residence is approved, the Chief of Staff shall instruct the Facility Head to prepare a lease (See ATTACHMENT III).

If there is more housing available than can be appropriately utilized by staff, alternate uses can be considered such as, administrative offices, conference facilities or guest housing for visiting staff or other persons on official business. In such cases, the Facility Head shall contact the Chief of Staff and explain the planned use of the housing. The Chief of Staff shall discuss the proposed use of the property with the Deputy Commissioner/Operations. If the parties approve the suggested use, the Chief of Staff shall seek the approval of the Commissioner/DOA for the alternative use of the housing unit. All such requests shall be in writing.

IX. REQUESTS FOR ASSIGNMENT TO A STATE-OWNED RESIDENCE:

Staff persons may request the assignment of a state-owned residence on an annual basis. Requests for assignment to a state-owned residence shall be made, in writing, to the Facility Head no later than November of the fiscal year prior to when the state housing would commence.

Staff requesting a state-owned residence must show how they meet the criteria established in these administrative procedures. Prior to allowing the staff person to occupy the state-owned residence, the Facility Head shall submit the request along with the Facility Head's recommendation to the Executive Director of Operations. The request shall be reviewed as indicated in Procedure V.

The staff person shall be required to abide by the responsibilities as indicated in Procedure X.

All leases and new requests for housing will be reviewed during the December of the fiscal year prior to when a new lease would be generated. All tenants and new applicants will be notified of termination, continuance, or approval in January of the fiscal year prior to when the housing assignment would commence.

All leases begin on July 1 and cease on June 30. There are no renewal options for leases. All existing leases will be reviewed on an annual basis and those approved for continuance will have a new lease prepared.

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X. RESPONSIBILITIES OF THE EMPLOYEES ASSIGNED STATE-OWNED RESIDENCES:

A. General Responsibilities:

All staff assigned to a state-owned residence shall be obligated to respond immediately to emergency situations in which there is a threat to life, property or security, as directed by the Facility Head or designee.

Any assigned state-owned residence shall not be used for the purposes of conducting any illegal activities, including but not limited to:

1. The sale or distribution of narcotic drugs or other controlled substances.
2. The sale or distribution of alcoholic beverages.
3. Gaming or gambling.
4. The harboring of fugitives.

Staff and any other persons residing in a state-owned residence must comply with all local, state and federal laws, rules and regulations.

It shall be the responsibility of the staff person occupying the state-owned residence to maintain the premises and surrounding grounds in a neat and orderly fashion and in compliance with the terms and obligations set forth within the lease agreement.

Staff shall be required to agree to and sign a lease agreement for the property and to provide proof of insurance prior to occupancy. (See ATTACHMENT III.)

B. Possession of Firearms/Ammunition:

Staff and family members or dependents residing in a state-owned residence on Department property may possess a limited amount of firearms and ammunition with the written approval of the Facility Head. A total of up to three (3) firearms (rifle, shotgun or handgun) may be possessed in the state-owned residence. Automatic assault weapons as designated by the Bureau of Alcohol, Tobacco, Firearms and Explosives shall not be possessed in a state-owned residence.

Additionally, one (1) box of ammunition (no more than 50 rounds per box) may be maintained for each weapon kept in the residence.

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All firearms kept in a state-owned residence must be kept in a secured certified gun vault. Ammunition for these firearms must be kept separate from the firearms in a secured metal box. The Facility Head or designee may request to inspect any firearms and ammunition kept in the state-owned residence in accordance with Procedure XI.

Persons residing in a state-owned residence shall not be permitted to load their own ammunition at the residence. Nor shall they be permitted to possess black powder or other explosive material or device in the residence.

Persons residing in a state-owned residence who possess firearms and ammunition shall be required to submit an inventory of all weapons and ammunition in the state-owned residence. This inventory shall be submitted to the Facility Head or designee and shall be updated annually when the lease for the residence is prepared or renewed.

Failure to abide by these administrative procedures regarding the possession of firearms and ammunition may result in the staff person's lease being terminated and the staff person being required to vacate the residence.

XI. INSPECTIONS:

As the agency responsible for the overall management of state-owned residences, the Commissioner/DOA or designee and the Facility Head or designee shall conduct annual, on-site inspections of all state-owned residences and their contents. The Department and DOA reserve the right to inspect any state-owned residence at any time upon reasonable notice to the staff person or other occupants. Additionally, representatives of the Department and/or DOA reserve the right to conduct personal interviews with any occupants of any state-owned residence. These interviews may be conducted at the time of the annual inspection or at any other reasonable time as determined by DOA and the Department.

Department staff shall inspect each state-owned residence at least annually and whenever a staff person leaves a state-owned residence. Staff shall use the "Residence Inspection Report" (ATTACHMENT IV) when conducting this inspection. The Physical Plant Director at the facility shall maintain a copy of the "Residence Inspection Report."

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XII. MAINTENANCE OF STATE HOUSING:

It is the joint responsibility of both the staff person assigned to the state-owned residence and the Facility Head or designee to ensure that the value of the state-owned residence is maintained and kept in an acceptable living condition. Consideration must be given to the fact that it is state-owned property and must present an appearance acceptable to the citizens of the State. The responsibilities of the staff person and the state in the maintenance of the state-owned residence shall be presented in the rental agreement.

When a state-owned residence is vacant, the Facility Head or designee shall determine a routine inspection schedule to ensure that minimal deterioration takes place in the residence during the period of vacancy. This schedule of inspection shall include instructions regarding the actions to be taken to ensure that the residence is prepared for a period of vacancy.

The Facility Head shall advise the Chief of Staff or designee of any and all needed repairs, renovations or additions for state-owned residences at the facility. The Chief of Staff and the appropriate Deputy Commissioner/Operations or designee shall review the request and, if approved, shall seek the approval of DOA for the needed repairs, renovations or additions (except for items of routine maintenance not exceeding the sum of \$ 1,000.00).

All repairs, renovations or additions in excess of \$ 1,000.00 must be processed through the Division of Construction Services with subsequent approval by the DOA, if necessary. Additionally, the Department shall not enter into any service contract or preventive maintenance agreement for any of the operating systems that are contained within the state-owned residence without the prior approval of DOA.

XIII. EMERGENCY REPAIRS TO STATE-OWNED RESIDENCES:

In cases of emergency or when prior authorization from DOA is not possible due to holidays or other situations occurring after normal business hours, the facility shall initiate any necessary repairs. The Facility Head or designee shall notify the Chief of Staff the next business day as to the need for the repairs and the estimated cost.

The Chief of Staff or designee shall advise DOA in writing of all information pertaining to the emergency repairs. This information shall be submitted to DOA within five (5) business days of the date of the repairs.

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XIV. LONG-RANGE MAINTENANCE PROGRAM FOR STATE-OWNED RESIDENCES:

The Facility Head shall ensure that a detailed long-range maintenance program is developed for each state-owned residence at the facility. The long-range maintenance program shall include the following:

- A. Timely repair schedules;
- B. Equipment replacement and renovation schedules; and,
- C. Every day preventive maintenance activities.

Facility staff shall prepare a maintenance plan for each state-owned residence. Staff shall use the "Two (2) Year Residential Maintenance Plan" (ATTACHMENT V) when creating and monitoring this maintenance plan for the state-owned residence. The facility's Physical Plant Director shall maintain a copy of this form and update it as needed but at least every two (2) years.

If a state-owned residence is determined to be of no use to the state or the Department, a written request for alternative use or razing shall be forwarded to the Chief of Staff or designee for consideration and forwarding to DOA.

XV. LEASE AGREEMENT:

The "Residential Lease" (ATTACHMENT III) shall be utilized as the rental agreement executed between staff and the Department. The purpose of the lease agreement is to protect the interests of both staff and the Department. The lease agreement shall be executed prior to the staff person being authorized to occupy the state-owned residence. All staff currently in state-owned residences shall be required to execute this agreement in accordance with these administrative procedures.

All leases shall be written based upon the fiscal year (i.e. July 1 through June 30). Staff who are authorized to reside in a state-owned residence during the fiscal year, shall have the lease written from the date that the staff person is authorized to reside in the state-owned residence until the following June 30.

Leases shall be written for one (1) year. No renewals will be issued. All leases will be considered new one (1) year leases even if the same tenant resides in the house for subsequent years.. The lease shall commence upon the date that the staff person moves into the residence and shall continue until the termination date

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of the lease or until terminated sooner if necessary in accordance with these administrative procedures.

Once the lease agreement is properly executed, the Chief of Staff or designee shall ensure that it is filed with DOA within thirty (30) days of the time that the lease was duly executed.

The facility shall submit to the Chief of Staff or designee any additional information that is pertinent to any lease agreement involving the state-owned residence, including, but not limited to:

- A. Any modification of or amendment to the original lease agreement;
- B. Any change in occupancy that would affect the status of the original lease agreement; and,
- C. Any modifications, renovation or addition to the property to which the lease agreement pertains.

The Chief of Staff or designee shall ensure that this information is submitted to DOA within thirty (30) days of the time that it becomes known.

Any additional information, including but not limited to, renewals, amendments or changes in occupancy must be in writing and signed by all parties to the original lease.

XVI. REVIEW OF HOUSING ASSIGNMENTS:

In December of each year, the Facility Head shall review the roster of occupants of the state-owned residences at the facility. The Facility Head is to determine if housing assignments are appropriate and in accordance with these procedures. The report is to be completed and submitted to the Chief of Staff by January 1 of each year. The Chief of Staff shall discuss the review and roster of occupants of the state-housing units with the Deputy Commissioner/Operations to determine whether the assignment of the occupants continues to be appropriate. If the parties determine that a housing assignment is no longer appropriate or in accordance with these administrative procedures, the Chief of Staff shall contact the Facility Head to discuss the assignment. The Facility Head shall be instructed to advise the occupant that he/she will be required to vacate state-owned residence in accordance with these administrative procedures.

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It is the responsibility of the Chief of Staff to forward the report of the state-owned residence reviews from the facilities and the Department's recommendations to DOA by July 1 on an annual basis. A determination shall be made in the report whether a particular staff person should continue occupancy in the state-owned residence. If DOA questions the appropriateness of a particular housing assignment that has been approved by the Department, the Chief of Staff shall contact the Facility Head for additional justification for the assignment.

The Department and the facility shall cooperate with DOA in the preparation of a Statewide Housing Inventory. The facility shall provide any information requested by DOA in the completion of this inventory. This inventory shall be used to determine whether a particular state-owned residence will continue to be used for staff housing.

XVII. RENT DETERMINATION:

It is the responsibility of the Department to determine the appropriate monthly rental rate of state-owned residences based upon the formula provided by the DOA. Rental rates shall not be based upon salary.

Rental rates shall be reviewed annually to determine appropriateness. The review of the rental rates shall be conducted at the same time that the housing assignment is reviewed. If the rental rate is to be modified, the modification shall be incorporated into the next lease agreement and the staff person shall be advised of the modification. If a rental rate other than the published amount is agreed upon by the tenant and the Facility Head or their designee, the new rate shall be submitted to the Deputy Commissioner/Operations and Chief of Staff for review and approval. Negotiated rental rates must be justified and legitimate in order to be considered for review.

In consideration of the services provided by the staff residing in state housing, the Department shall recommend reasonable rental rates. All rental rates shall include utilities for the housing unit which will minimally consist of heat, water, sewage, electricity, trash pick-up and, at the discretion of the Facility Head, basic telephone service. (Non-business long distance telephone calls shall be the responsibility of the resident.)

It shall be the responsibility of the facility to ensure that all necessary documents are completed to initiate and continue the collection of rents on all state housing occupied at the facility. All rent payments shall be made through bi-weekly payroll deductions as authorized through properly executed AS-47 forms or such other paperwork necessary for a valid payroll deduction.

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XVIII. HOUSEHOLD EQUIPMENT:

It shall be the responsibility of the staff person to provide all household appliances that can be considered a convenience. (e.g. washer, dryer, freezer, microwave oven, automatic dishwasher, blenders, can openers, etc.) As refrigerators and kitchen stoves are considered a necessity, the Department shall provide these items, unless the staff person requests to purchase his/her own refrigerator or kitchen stove. If a staff person currently residing in a state residence has provided his/her own refrigerator or kitchen stove, the facility shall allow the staff person to continue to use his/her personal refrigerator or kitchen stove until the item needs to be replaced or the staff person moves out of the residence. At that time, the facility shall purchase a refrigerator and/or kitchen stove for the state residence.

The Department shall provide air conditioners to state housing. The air conditioning may be through a central unit or through window/wall mounted air conditioners. Staff persons who have provided their own air conditioners shall be permitted to continue to use their personal air conditioners until the air conditioners need to be replaced or the staff person moves out of the residence. At that time, the facility shall install a state-owned air conditioner(s) in the state residence. Prior to purchasing replacement air conditioners, the facility shall contact the Division of Construction Services to determine if the Department has a replacement unit available and to ensure that an efficient and cost effective model is purchased, if necessary, for the state residence.

A water softener, dehumidifier or any household appliance that ensures the preservation and maintenance of the existing structure, equipment and utility systems at the housing unit shall be considered a necessary expense. These items shall be purchased and maintained at state expense. Maintenance of equipment shall include the provision of all supplies necessary to ensure the proper operation of that appliance, such as salt pellets for a water softener.

Commencing with the effective date of these procedures, any convenience household appliance currently supplied by the state in a state-owned residence shall be maintained in the unit. Such appliances supplied by the state shall be eliminated through attrition, breakage or the vacating of the premises by the staff person. Nothing in these procedures is to be construed as to cause the removal of these appliances upon the effective date of these procedures. In all instances, the purchase of household appliances by the Department shall be made consistent with applicable procurement statutes, guidelines and criteria and the availability of funds.

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The facility shall maintain a current and accurate inventory of all state-owned furnishings, fixtures, equipment, appliances and other non-affixed state-owned property that is in each state-owned residence at the facility. The facility shall submit to DOA, along with the lease agreement, an accurate inventory of the state-owned items and furnishings within the housing unit.

DOA reserves the right to request, at any reasonable time, copies or facsimiles of the inventory list for any given state-owned residence. Additionally, DOA reserves the right to view and inspect, at any reasonable time, any and all state-owned furnishings, fixtures, equipment, appliances and other non-affixed state-owned property that is kept within a state-owned residence.

Certain items are not authorized for use on or within state housing property. Those items consists of the following:

- A. Hot tubs;
- B. Tanning Beds;
- C. Above ground swimming pools (small child pools are allowed);

XIX. REMOVAL FROM STATE HOUSING:

During the period when a staff person is assigned a state-owned residence, it may become necessary to request that the staff person vacate the unit. The reason for such a request may be the termination of employment or change of position by the staff person, disciplinary actions, the death of the staff person, the total or partial destruction of the state-owned residence or for the best interests of the Department. If staff is requested to leave the state-owned residence, the Facility Head shall ensure that they are given written notice indicating the reason(s) they are being asked to leave and the date they are to vacate the premises.

The length of time staff is given to vacate a state-housing unit shall be governed by the reason that the staff person is asked to leave the premises. If the reason for vacating is the death of the staff, the spouse shall be asked to vacate the premises no later than 120 days after the death of the staff person. If staff is asked to vacate the premises due to a disciplinary action or a violation of the terms of the lease, the staff person shall vacate the premises within 30 days from the date of the disciplinary action or the notification of the violation of the lease. A staff person that either voluntarily, or involuntarily, terminates his/her employment with the Department shall be required to vacate the premises within 30 days from the date of termination. If the staff person is requested to vacate a state housing unit for any other reason, the staff person shall be given up to 90 days to leave the premises at the discretion of the Facility Head. In cases where the staff person is

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no longer residing in the state-owned residence or the staff person and his/her spouse are divorced and the spouse is not a staff person who would be authorized to reside in the state-owned residence, the spouse or other persons formerly residing with the staff person shall be given a reasonable amount of time, up to 60 days, to vacate the premises.

In all other cases, the Facility Head shall consult with the Chief of Staff prior to making a final determination regarding the removal of the occupant of the state-owned residence. In all cases, DOA shall be notified when a request to vacate a state-owned residence is given to a staff person.

XX. APPLICABILITY:

These procedures are applicable to all facilities operated by the Department which have state-owned residences as well as all staff assigned to those residences.

Signature on File
Bruce Lemmon
Commissioner

8/8/11
Date

ATTACHMENT I

POSITIONS THAT RECEIVE PRIORITY CONSIDERATION FOR STATE HOUSING

The following list presents those job titles/positions that should be given priority consideration when state housing is assigned to staff. The following list is not inclusive. Other job titles/positions may be considered if the staff persons in those positions meet the criteria for state housing assignments as presented in the administrative procedures.

Superintendent
Assistant Superintendent
Physical Plant Director
Maintenance Supervisor (need to review priority consideration for all positions)
Food Service Supervisor
E-Squad Commander
Electrician
Locksmith
Armorer
Systems Analyst
Investigator
Director of Nursing
Complex Directors/Unit Managers (if these positions serve as Duty Officer)

NOTE: A staff person considered eligible for assignment to a state-owned residence may lose his/her eligibility if he/she changes positions and the new position is not considered an eligible position.

Other staff may be considered for state housing with the approval of the Commissioner and based upon the needs of the Department.

ATTACHMENT II

**INFORMATION REQUIRED IN JUSTIFICATION FOR STATE
HOUSING**

The following information must be included in any request for an assignment to state housing. Additionally, this information must be submitted on an annual basis with the lease agreement.

1. Residence number or address.
2. The position classification and working title, if different, of the staff person assigned to or proposed for assignment to the residence. The name of the staff person is not necessary.
3. Specific job duties of the position that indicate the staff person is necessary for the safety/security or emergency maintenance of the facility or the protection of state-owned property.
4. Indicate whether the operation of the position is on a 24 hours, 7 days per week schedule or some other schedule.
5. Are the duties of this position addressed in the facility's emergency security plans?
6. Indicate any other duties (such as Duty Officer) that would show this position is necessary for the operation of the facility and is required in the case of emergencies.
7. Indicate how often this position is called into the facility during off-duty hours to respond to emergency situations or the likelihood that the position will be called into the facility to respond to an emergency.

**ATTACHMENT III
STATE OF INDIANA**

RESIDENTIAL LEASE

THIS AGREEMENT is made and entered into by and between _____, (hereinafter referred to as "Tenant"), and the State of Indiana, acting by its Department of Administration, for and on behalf of the Indiana Department of Correction, _____ (Agency and Facility), (hereinafter referred to as "Landlord").

In consideration of the promises and obligations specified in this Lease, the Landlord and Tenant agree as follows:

I. STATE-OWNED HOUSING UNIFORM POLICY

Tenant, by execution of this Lease, represents that he/she has read and understands the State-Owned Housing Uniform Policy (the "Policy"), revised in October 2001, and agrees to be bound by the terms of the Policy, incorporated by reference herein and made a part hereof.

Landlord, by execution of this Lease, represents that Tenant meets one of the Section 3 Criteria for Occupancy requirements of the State-Owned Housing Policy. This Tenant qualifies under Section 3. (Place appropriate point under which this employee has been issued housing.)

II. DESCRIPTION OF LEASED PREMISES

Tenant agrees to lease from the Landlord and Landlord agrees to lease to Tenant a certain residential unit known as unit number _____ (Premises) with a common address of _____ located on the grounds of the _____ (hereinafter referred to as "Facility").

III. TERM OF LEASE

This Lease shall be effective commencing on _____ and will end _____ unless otherwise specified within this Lease.

IV. RENT

The total agreed rent for the entire term shall be _____ to be paid in biweekly amounts of _____ through biweekly payroll deductions as authorized through properly executed AS-47 forms or such other paperwork necessary for a valid payroll deduction. Cancellation of the payroll deduction shall be considered a notice to vacate the Premises. Tenant shall cooperate with Landlord to execute all necessary forms for payment of rent.

Tenant agrees that the State's liability under this lease is limited to compensatory damages and expressly waives any statutory remedy that may arise with regard to said income withholding agreement.

V. GENERAL USE BY TENANT

The Premises shall be used by Tenant only for the purpose of a personal residence for Tenant and his/her spouse and dependant family members and for no other purpose.

VI. TENANT'S BASIC RESPONSIBILITIES

Tenant shall be responsible to follow the basic guidelines set forth within this Lease, while residing within the Premises:

- A. Tenant shall respond immediately to emergency situations or demands at the Facility.
- B. Tenant shall acquaint himself/herself with all emergency procedures in order to respond accordingly.
- C. Tenant shall maintain the Premises and surrounding grounds in a neat and orderly fashion and in compliance with all policies and procedures set forth within this Lease and within such additional policies and procedures of the Facility as set forth in Exhibit A.
- D. Tenant shall follow all policies and procedures of Landlord.
- E. Tenant shall be responsible for the behavior of his/her family members residing within the Premises, as well as guests visiting the Premises.

Tenant may keep up to two (2) personal pets on the premises. (This does not include Department K-9s.) Tenant shall keep all pets indoors, on a leash or chain, inside a fenced area or kennel, or supervised at all times. In the event pets are kept in an outdoor fenced area or kennel, the kennel shall be shielded by opaque fencing so that the fenced area or kennel may not be seen from public roadways. No pets shall be allowed to roam unsupervised on state property. No pet shall be brought onto the Premises (even temporarily) without the express written permission of the Landlord. If a pet has been in the Premises at any time during the Tenant's occupancy (with or without the Landlord's consent) a charge may be made for de-fleaing, deodorizing, and/or shampooing, and/or damages occasioned by the pet. Any animals on the property not registered under this lease agreement will be presumed to be strays and will be disposed of according to law, at the option of the Landlord. At no time shall the number of pets in the Premises exceed the limit of pets permitted by the jurisdiction within which the Premises is located.

- F. Tenant shall not keep any firearms on the Premises unless registered, if required by law, and secured pursuant to Landlord's instructions. Where this Lease is being entered into by a facility that is governed by IC 35-47-9-2, Tenant shall not keep any firearms on the Premises.
- G. Tenant shall be responsible, at Tenant's expense, for all routine maintenance of the Premises, including but not limited to:
 - 1. Cleaning of interior and exterior surfaces of windows;
 - 2. Cleaning of carports, garages, storage spaces, porches, steps, patios, walks, and driveways;
 - 3. Cleaning inside walls, woodwork, floors, and carpets;
 - 4. Cleaning lighting fixtures and window treatments;

5. Cleaning stoves, refrigerators, ovens, sinks, tubs, toilet fixtures, and similar household equipment;
 6. Keeping trash and debris picked up on a regular basis rather than on a periodic basis;
 7. Replacement of light bulbs during the period of occupancy; and
 8. Routine lawn care where institution does not provide.
- H. The Tenant agrees to park vehicles only on the paved or gravel parking areas provided. Recreational vehicles, campers, boats, trailers, junk cars, cars on blocks, non-functional vehicles, or unlicensed automobiles are not permitted on the property. Removal will be at the expense of the Tenant. Tenant agrees that any vehicle parked on areas other than paved or gravel parking areas may be towed and stored at Tenant's expense.
- I. Any bird or wildlife feeding shall be done through the use of appropriate containers. No such foods shall be placed directly onto the ground.
- J. Any seasonal decorations placed outside of the Premises shall be removed promptly after the conclusion of the holiday associated with such decorations. No yard ornaments shall be placed onto the front, side, or back yard areas of the Premises.
- K. All toys or other personal items used outside the Premises must be stored in a neat and orderly fashion behind the Premises, or in an appropriate storage building.
- L. Any swing sets, lawn furniture, or outdoor recreational equipment must be kept in good repair, and must be located only behind the Premises or in a side yard area. No above-ground pools shall be constructed or placed on the Premises.

VII. LANDLORD'S BASIC RESPONSIBILITIES

Landlord shall provide at Landlord's expense major maintenance, repair, and renovation services, as well as certain utility services and heat for the Premises. Additional items for which the Landlord will be responsible are as follows:

1. Pest control;
2. Plumbing repairs and upgrades;
3. Electrical repairs and upgrades;
4. Structural repairs and upgrades;
5. Roof leaks;
6. Window repairs;
7. Lock replacement;

8. Replacement of flooring;
9. Paint, both interior and exterior;
10. Repair and re-paving driveways;
11. Any additional repairs or replacements that the Facility deems appropriate and that they find to be the responsibility of the Landlord.

VIII. FURNISHINGS

Should the Premises contain items owned by Landlord, an attachment labeled "Furnishings Inventory" will be attached to this Lease listing the items and an estimate in value at the time of the signing of this Lease. Tenant shall be granted the right to use these items while residing within the Premises. However, should these items become

broken or destroyed through negligence or abuse by Tenant, Tenant shall reimburse Landlord the amount of value placed upon the item at the time of the signing of this Lease. Should the item become damaged or unusable due to normal wear and tear, Landlord, at its discretion, shall decide whether to replace the item.

IX. ACCESS TO THE PREMISES

Landlord reserves the right to access the Premises by a designated representative at any and all reasonable times for purposes including but not limited to:

1. Annual inspections;
2. Periodic inspections;
3. Inspections at the time of vacating the Premises;
4. Repairs or replacements; and
5. Emergency situations.

Denial of entrance to the Premises by Tenant shall constitute a breach of this Lease and may subject Tenant to disciplinary action, including but not limited to notice to vacate the Premises.

X. LOSS OR DAMAGE TO RESIDENCE

Notwithstanding any provision in this Lease to the contrary, if the Premises are destroyed or damaged through no fault of Tenant, to such an extent as will make the Premises untenable, Landlord will temporarily house Tenant in comparable alternate housing at the current rental rate of the alternate housing, but not to exceed the rent of the damaged property. Upon request of the Facility and approval of the Department of Administration, a decision will be made whether to rebuild the damaged property. Landlord shall have the final decision whether to rebuild the Premises.

XI. HOLD HARMLESS

Tenant agrees to hold Landlord harmless for any claims of damages to persons or property and any other costs or expenses relating to or arising out from any accident or occurrence due directly to Tenant's use and occupancy of the Premises which is not due to the fault of Landlord.

XII. INSURANCE

Tenant shall be required to maintain renter's insurance to cover his/her personal property and liability at his/her own expense. The policy shall name the State of Indiana as an additional insured as to liability only. Provision of insurance shall not be deemed an election of remedies. A copy of this policy shall be attached to this document and referenced as Exhibit B. Tenant shall provide any notice of renewal or cancellation of such insurance to Landlord and the Department of Insurance.

XIII. OPERATION OF BUSINESS VENTURES

Tenant and any or all family members residing within the Premises shall not use the Premises for the purposes of conducting business or any other profit-making activities, including but not limited to retail, service, or wholesale sales unless written approval has been granted by the Department of Administration.

XIV. ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease, sublet the Premises or any part thereof, or permit the use or occupancy of any part of the Premises by anyone other than Tenant, his/her spouse, and dependant family members.

XV. CANCELLATION

The parties agree that this leasehold is created for the convenience of the State of Indiana and that in the event it no longer benefits the State to house employees in close proximity to its facility the Lease shall be terminated with a thirty (30) day notice.

This Lease may be cancelled by either party without penalty by giving thirty (30) days written notice to the other party.

XVI. TENANT IMPROVEMENTS

Tenant may personalize the Premises, at Tenant's expense, with paint, wallpaper, carpet or other decorative items, provided he/she submits a prior written request to Landlord. Landlord will respond in writing to Tenant. Copies of the request and approval will be sent to the Department of Administration to be kept on file. All fixtures and improvements of a permanent nature are to be left intact when Tenant leaves the Premises. Any improvements by Tenant of a temporary nature may be removed and the original item replaced at the time of vacating the Premises.

XVII. INSPECTIONS

The Premises may be inspected at any time Landlord deems necessary. These inspections include but are not limited to:

1. Inspection prior to taking possession;

2. Annual inspection;
3. Rental rate analysis inspection;
4. General condition inspection; and
5. Vacating the Premises inspection.

Inspections of a general nature such as listed above will require a twenty-four (24) hour notice by Landlord. However, no prior notice will be required in the event of an emergency or natural disaster.

XVIII. LOCKS AND KEYS

Tenant shall not be permitted to replace any lock on any door of the Premises other than by the approved methods of the Landlord. Tenant must furnish keys to all locks to the Landlord. When changing locks, Tenant must give Landlord a key within twenty-four (24) hours of the change.

XIX. ILLEGAL ACTIVITY

No activity considered to be illegal shall be performed within the Premises. Any Tenant, residing family member of Tenant or guest of Tenant found to be performing any illegal act within the Premises shall be turned over to the legal authorities immediately, and Tenant shall be given notice to vacate the Premises.

XX. SEPARATION OF EMPLOYMENT

Separation of Tenant's employment with Landlord shall constitute automatic termination of this Lease. Tenant shall have thirty (30) days to vacate the Premises upon separation of employment with Landlord, whether such separation is voluntary or involuntary. Landlord will give Tenant written notice to vacate the Premises, at the place and in the manner specified in this Lease, showing the date that the Tenant must vacate the Premises. Tenant hereby waives the 30-day notice to quit.

XXI. MODIFICATION OF LEASE

This Lease may not be amended, assigned, modified, or supplemented without the written signatures of all parties to this Lease.

XXII. INDIANA LAW

This Lease shall be interpreted in accordance with and be governed by the laws of the State of Indiana, and suit, if any, must be brought within the State of Indiana.

XXIII. MISCELLANEOUS PROVISIONS

No waiver of any condition or covenant of this Lease or failure to exercise a remedy by either Landlord or Tenant shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant or remedy.

XXIV. NOTICE

All notices required to be given under this Lease will be made in writing and will be sent by registered or certified mail to the parties as follows:

Landlord:

Indiana Department of Correction
E334, Indiana Government Center South
302 W. Washington Street
Indianapolis, Indiana 46204

Facility:

Department of Administration:

Leasing Section
W479, Indiana Government Center South
402 W. Washington Street
Indianapolis, Indiana 46204

Tenant:

IN WITNESS to their agreement, the persons signing this Lease execute it for the Landlord and Tenant:

TENANT

FACILITY OR DIVISION HEAD

DATE: _____

DATE: _____

LANDLORD (AGENCY HEAD)

Bruce C. Lemmon, Commissioner

DATE: _____

DEPARTMENT OF ADMINISTRATION

Robert D. Wynkoop, Commissioner

DATE: _____

ATTACHMENT IV
Indiana Department of Correction
RESIDENCE INSPECTION REPORT

FACILITY_____ADDRESS_____

RESIDENT_____DATE_____

Category	OK	Comments
Electrical (Outlets, switches, etc.)		
Plumbing (fixtures, drains, etc.)		
Windows and screens		
Ceilings, walls and floors		
Doors and locks		
Counters and Cabinets		
Smoke detectors		
Garage, sidewalks and driveway		
Firearms and ammunition storage		

FACILITY: _____

Inventory of State Owned Furnishings in State Housing Units

UNIT:	DATE:	VERIFIED BY:
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OCCUPANT(S):[illegible]

FACILITY: _____

STATE RESIDENCE INSPECTION REPORT

UNIT:	DATE:	VERIFIED BY:
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EXTERIOR CONDITION

	GOOD	FAIR	POOR	MAINT
BRICKWORK				
WINDOW, DOOR SILLS				
EXTERIOR DOORS				
WINDOW/DOOR SCREENS				
STORM WINDOWS				
ROOF				
CHIMNEY				
DRIVEWAY/PARKING PADS				
PATIO				
SIDEWALKS				
YARD				
TELEVISION ANTENNA(S)				
EXTERIOR WOODWORK/GABLES				
GUTTERING				

REMARKS AND RECOMMENDATIONS:

FACILITY: _____		
STATE RESIDENCE INSPECTION REPORT		
UNIT: _____	DATE: _____	VERIFIED BY: _____
FOYER, LIVING, DINING AREAS AND HALLWAYS		

	GOOD	FAIR	POOR	MAINT
WALLS				
CEILINGS				
WOODWORK				
WINDOWS				
DOORS				
CARPET/TILE				
DRAPES				
ELECTRIC FIXTURES				
HEATING FIXTURES				
AIR CONDITIONING				
CLOSETS				
CABINETS/SHELF UNITS				
FIREPLACE				

REMARKS AND RECOMMENTATIONS:

FACILITY: _____		
STATE RESIDENCE INSPECTION REPORT		
UNIT: _____	DATE: _____	VERIFIED BY: _____
KITCHEN AND BATHROOMS		

	GOOD	FAIR	POOR	MAINT
WALLS				
CEILINGS				
WOODWORK				
WINDOWS				
DOORS				
CARPET/TILE				
BATHTUBS/SHOWERS				
ELECTRIC FIXTURES				
HEATING FIXTURES				
AIR CONDITIONING				
CLOSETS/CUPBOARDS				
CABINETS/SELF UNITS				
TOILETS/SINKS				
MIRRORE				
COUNTER TOPS				
GARBAGE DISPOSAL				

REMARKS AND RECOMMENTATIONS:

FACILITY: _____		
STATE RESIDENCE INSPECTION REPORT		
UNIT:	DATE:	VERIFIED BY:
BEDROOMS		

	GOOD	FAIR	POOR	MAINT
WALLS				
CEILINGS				
WOODWORK				
WINDOWS				
DOORS				
CARPET/TILE				
DARPES				
ELECTRIC FIXTURES				
HEATING FIXTURES				
AIR CONDITIONING				
CLOSETS				
CABINETS/SHELF UNITS				
FIREPLACE				

REMARKS AND RECOMMENTATIONS:

FACILITY: _____		
STATE RESIDENCE INSPECTION REPORT		
UNIT:	DATE:	VERIFIED BY:
BREEZEWAYS AND GARAGES		

	GOOD	FAIR	POOR	MAINT
WALLS				
CEILINGS				
WOODWORK				
WINDOWS				
DOORS				
CARPET/TILE				
TRANSFORMER ROOM				
ELECTRIC FIXTURES				
HEATING FIXTURES				
AIR CONDITIONING				
CLOSETS				
CABINETS/SHELF UNITS				
COUNTER TOPS				
OVERHEAD DOOR				

REMARKS AND RECOMMENTATIONS:

ATTACHMENT V
TWO (2) YEAR RESIDENTIAL MAINTENANCE PLAN
Facility_____

Residence Number: _____

Year #1

	<u>Task</u>	<u>Estimated Cost</u>	<u>Comments</u>
1 st Quarter			
2 nd Quarter			
3 rd Quarter			
4 th Quarter			

Year #2

	<u>Task</u>	<u>Estimated Cost</u>	<u>Comments</u>
1 st Quarter			
2 nd Quarter			
3 rd Quarter			
4 th Quarter			

Approval Date

Approved Date

Approved/Facility Physical Plant Director

Approved/Superintendent